

*Authorized Federal Supply
Schedule Pricelist*



Contract Holder

GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*[®], a menu-driven database system.

The INTERNET address GSA *Advantage!*[®] is: GSAAAdvantage.gov

INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

FSC Group Class: 70
FSC Class/Product Code: 7010, 7025, J070, 7030, D304

Contract Number: GS-35F-4342D

Period Covered by Contract: September 4, 1996 through September 3, 2016

For More information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

PROMARK TECHNOLOGY, INC.
10900 PUMP HOUSE ROAD
SUITE B
ANNAPOLIS JUNCTION, MD 20701
Phone: 240-280-8030
Email: toddh@promarktech.com
www.promarktech.com

Pricelist current through Modification #1798 dated March 1, 2016

Business Size: Large Business

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CUSTOMER INFORMATION

1a. Table of awarded Special Item number(s) with appropriate cross-reference to item descriptions and awarded prices.

Special Item Numbers (SIN)	Products/Services
132-8.....	Purchase of New Equipment
132-12.....	Maintenance of Equipment
132-32.....	Term Software Licenses
132-33.....	Perpetual Software Licenses
132-34.....	Maintenance of Software as a Service
132-50.....	Training Courses
132-52.....	Electronic Commerce and Subscription Services

SPECIAL ITEM NUMBER 132-8 PURCHASE OF NEW EQUIPMENT

FSC Class

7010.....	SYSTEM CONFIGURATION
	End User Computer/Desktop Computers
	Laptop/Portable/Notebook Computers
	Optical and Imaging Systems
7025.....	INPUT/OUTPUT AND STORAGE DEVICES
	Printers
	Optical Recognition Input/Output Devices
	Storage Devices including Magnetic Storage,
	Other Input/Output and Storage Devices Not Elsewhere Classified

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

SPECIAL ITEM NUMBER 132-12 - EQUIPMENT MAINTENANCE

FSC Class

JO70 – Maintenance and Repair Services

SPECIAL ITEM NUMBER 132-32 - TERM SOFTWARE LICENSES

FSC Class

7030.....	- INFORMATION TECHNOLOGY SOFTWARE
	Large Scale Computers
	+ Operating System Software
	+ Application Software

SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES

FSC Class

7030.....	- INFORMATION TECHNOLOGY SOFTWARE
	Large Scale Computers
	+ Operating System Software
	+ Application Software

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics. Software maintenance as a product does **NOT** include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as

a service.

SPECIAL ITEM NUMBER 132-34 – SOFTWARE MAINTENANCE AS A SERVICE

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

SPECIAL ITEM NUMBER 132-50 – TRAINING COURSES

FSC Class

U012 - EDUCATION/TRAINING-INFORMATION TECHNOLOGY/TELECOMMUNICATIONS TRAINING

SPECIAL ITEM NUMBER 132-52 – ELECTRONIC COMMERCE (EC) SERVICES

Includes value added network services, e-mail services, Internet access services, electronic subscription services, data transmission services, and emerging electronic commerce technologies.

1b. Identification of the lowest priced model number and lowest unit price for that model for each special Item Number awarded in the contract.

Please contact **PROMARK TECHNOLOGY, INC.** for a full listing of all products awarded.

2. Maximum Order:

\$500,000 per order for SINs 132-8, 132-12, 132-32, 132-33, 132-34, and 132-52
\$ 25,000 per order for SIN 132-50

3. Minimum Order: \$100.00

4. Geographic Coverage (Delivery Area): The Geographic Scope of Contract will be domestic delivery.

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

5. Point(s) of Production: Varies per manufacturer and part. For a full listing of Points of Production please contact Promark Technology, Inc.

6. Discount from list prices or statement of net price: Government Net prices (discounts already deducted).

7. Quantity Discounts: None

8. Prompt Payment Terms: Net 30 Days

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold:

Promark Technology, Inc. agrees to accept the Government purchase card for purchases at or below the micro-purchase threshold.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.

Promark Technology, Inc. agrees to accept Government purchase cards above the micro-purchase threshold up to \$30,000 or as negotiated at the task order level.

10. Foreign items: Not Applicable

11a. Time of Delivery:

Special Item Number	Delivery Time (Days ARO)
132-8.....	As Negotiated between Promark and Customer Agency 14-60 Days
132-12.....	As Negotiated between Promark and Customer Agency 14-60 Days
132-32.....	As Negotiated between Promark and Customer Agency 14-60 Days
132-33.....	As Negotiated between Promark and Customer Agency 14-60 Days
132-34.....	As Negotiated between Promark and Customer Agency 14-60 Days
132-50.....	As Negotiated between Promark and Customer Agency 14-60 Days
132-52.....	As Negotiated between Promark and Customer Agency 14-60 Days

11b. Expedited Delivery: Please contact Promark Technology, Inc. for more information

11c. Overnight and 2-day Delivery: Please contact Promark Technology, Inc. for more information

11d. Urgent Requirements: Please contact Promark Technology, Inc. for more information

12. F.O.B. Point: Destination

13a. Ordering Address

Promark Technology, Inc.
10900 Pump House Road
Suite B
Annapolis Junction, MD 20701
Or
Promark Technology, Inc.
c/o Authorized Government Reseller (Contact Promark for a complete list)

13b. Ordering procedure: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment Address

Promark Technology, Inc.
10900 Pump House Road
Suite B
Annapolis Junction, MD 20701
Or
Promark Technology, Inc.
c/o Authorized Government Reseller (Contact Promark for a complete list)

15. Warranty Provision: Standard Manufacturer's Warranty – For more information please contact Promark Technology, Inc. for full Manufacturer's Warranty.

16. Export packing charges, if applicable: Not Applicable

17. Terms and Conditions of Government Purchase card acceptance: None

18. Terms and conditions of rental, maintenance and repair: Please see page 9

19. Terms and conditions of installation: Please see Page 7

Promark Technology, Inc.

20. Terms and conditions for any other services: Please contact **Promark Technology, Inc.**

21. List of service and distribution points: Not Applicable

22. List of Participating dealers: Please contact **Promark Technology, Inc.** for full list

23. Preventive Maintenance: Please contact **Promark Technology, Inc.**

24a. Special attributes such as environmental attributes: Not Applicable

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full detail can be found. The EIT standards can be found at www.Section508.gov/.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes No

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): www.promarktech.com

25. Data Universal Number System (DUNS) number: 074839986

Block 36: Contractor's Taxpayer Identification Number (TIN): 520940687

CAGE Code: 3F450

26. Promark Technology, Inc. is registered in System for Award Management (SAM) database.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY NEW EQUIPMENT (SPECIAL ITEM 132-8)**

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES:

a. **INSTALLATION.** Installation is available from the Contractor's Authorized Government Resellers outside the scope of this contract. Installation from the Contractor, within established service areas, is available per the terms and charges set forth under Special Item Number 132-12. Most equipment provided under this contract is considered normally to be self-installable.

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or SIN 132-9.

c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all

operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY:

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. When guarantee repair cannot be performed at the Ordering activity's location, the inspection and repair of defective equipment under this guarantee will only be performed at the Contractor's service facility (point) at the following address:

Promark Technology, Inc.
10900 Pump House Road
Suite B
Annapolis Junction, MD 20701
Attention: Returns Department

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

8. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE,
REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR
GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT (AFTER
EXPIRATION OF GUARANTEE/WARRANTY
PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT
COVERED BY GUARANTEE/WARRANTY PROVISIONS)
(SPECIAL ITEM NUMBER 132-12)**

1. SERVICE AREAS:

a. The return to Contractor's Shop repair service rates listed herein are applicable to all Ordering activity locations within the scope of this contract. The on-call repair service rates listed herein are applicable to all Ordering activity locations within a one-hundred (100) mile radius of the Contractor's service point of 10900 Pump House Road Suite B, Annapolis Junction, MD 20701.

If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in the pricing section of this pricelist.

b. When repair services cannot be performed at the Ordering activity installation site, the repair services will only be performed at the Contractor's service facility (point) at the following address:

Promark Technology, Inc.
10900 Pump House Rd., Ste. B
Annapolis Junction, MD 20701

2. MAINTENANCE ORDER

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is

furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

4. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

5. SCOPE

a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.

b. Equipment placed under maintenance service shall be in good operating condition.

(1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.

(2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance

responsibility prior to the effective date of the maintenance order.

(3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

7. RESPONSIBILITIES OF THE CONTRACTOR

a. For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

8. MAINTENANCE RATE PROVISIONS

a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

b. REGULAR HOURS

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

c. AFTER HOURS

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

d. TRAVEL AND TRANSPORTATION

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location

and the Contractor's service area, the charge will be listed in the pricing section of this pricelist.

e. QUANTITY DISCOUNTS

Not available

9. REPAIR SERVICE AND PARTS - NOT COVERED BY A MAINTENANCE CONTRACT OR WARRANTY:

a. CHARGES. Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. MULTIPLE MACHINES. When repairs are ordered by an Ordering activity agency on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the Ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. TRAVEL OR TRANSPORTATION.

(1) AT THE CONTRACTOR'S SHOP.

(a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee provision, the cost of transportation, packing, etc., from the Ordering activity location to the Contractor's plant, and return to the Ordering activity location, shall be borne by the Ordering activity.

(b) The Ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

(2) AT THE ORDERING ACTIVITY LOCATION

(Within Established Service Areas). When equipment is repaired at the Ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any Ordering activity location within such service areas or zones

(a) The repair service rates listed for subparagraph (2) above apply, except that a travel charge of \$0.25 per mile for repairmen will apply to the round-trip distance between the Contractor's service center and the Ordering activity location. Such charge will apply as an additional charge, but it will be limited to one round trip for each request that is made by the ordering activity for repair service, regardless of whether repairs are performed at the Ordering activity location or at the Contractor's shop.

(3) AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas). Repair service at the Ordering activity’s location, which is outside the established service area, is not available under the scope of this contract.

d. LABOR RATES. The repair service rates listed herein shall entitle the Ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the Ordering activity location. There shall be no additional charge for repair service which was requested during regular hours, but performed outside the regular hours defined above, at the convenience of the Contractor.

e. REPAIR SERVICE RATES.

Minimum Charge	Rate Per Hour
At Contractor’s Shop	
2 Hours.....	\$65
Ordering activity Location (Within Established Service Areas)	
2 Hours.....	\$100
Fractional hours, at the end of the job, will be prorated to the nearest quarter hour.	

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Manufacturer's commercial pricelist.

11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

a. REPAIR SERVICE

All Repair work will be guaranteed/warranted for a period that is consistent with the manufacturer’s commercial warranty.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period that is consistent with the manufacturer’s commercial warranty.

12. INVOICES AND PAYMENTS

a. Maintenance Service

(1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT

PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENCES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENCES (SPECIAL ITEM 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract. As a computer products distributor, Contractor passes the manufacturers' warranties through to their customers. Warranties will vary from part number, product line and manufacturer and can include on-site, depot and replacement. Warranties will also vary in length of their coverage period. Generally, Contractor will provide a replacement unit for product that is a DOA (Dead on Arrival) for the first 30 days after purchase. Thereafter, all warranty work is handled either directly from the manufacturer or through a contracted third party.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitations of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

For NetIQ

a. The Contractor warrants the diskette, tape, and/or compact disc upon which Contractor delivers Contractor's Software to Government Licensee will be free from material defects in materials and workmanship under normal use for a period of sixty (60) days from the date of shipment. The Contractor's entire liability and the Government's exclusive remedy will be replacement of the diskette,

tape, and/or compact disk not meeting the Contractor's limited warranty and which is returned to the Contractor or a Contractor's authorized representative with a copy of the receipt. The Contractor will have no responsibility to replace a diskette, tape, or compact disc damaged by accident, abuse or misapplication.

b. DISCLAIMER OF WARRANTIES. The Government expressly acknowledges and agrees that the use of the Software provided by Contractor is at the Government's sole risk. The Software and related documentation provided by Contractor are provided "AS IS" and without warranty of any kind. Contractor and the Contractor's Licensor(s) EXPRESSLY DISCLAIM ALL WARRANTIES, CLAIMS, AND/OR REPRESENTATIONS MADE BY CONTRACTOR OR ITS SUPPLIERS, EITHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR CONDITIONS OF TITLE, QUALITY, PERFORMANCE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. CONTRACTOR AND ITS SUPPLIERS DO NOT WARRANT THAT THE SOFTWARE WILL MEET GOVERNMENT NEEDS OR BE FREE FROM ERRORS, OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED, OR THAT ALL DEFECTS WILL BE CORRECTED. CONTRACTOR AND ITS SUPPLIERS DO NOT WARRANT THE ACCURACY OF THE REPORTS GENERATED. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED THE BASIS FOR DETERMINING THE PRICE CHARGED FOR THE PRODUCTS. THIS DISCLAIMER OF WARRANTIES SHALL APPLY TO THE EXTENT ALLOWED BY LAW.

c. LIMITATION OF LIABILITY. CONTRACTOR'S AND ITS SUPPLIERS' CUMULATIVE LIABILITY TO GOVERNMENT OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE LICENSE FEE PAID TO CONTRACTOR FOR USE OF THE SOFTWARE. CONTRACTOR AND ITS SUPPLIERS WILL NOT BE LIABLE TO GOVERNMENT OR ANY THIRD-PARTY CLAIMANT FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, THIS LIMITATION OF LIABILITY SHALL APPLY TO THE EXTENT ALLOWED BY LAW.

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

__x_____ 1. Software Maintenance as a Product (SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

For NetIQ

1. UNLIMITED E-MAIL, TELEPHONE OR FAX SUPPORT. The Contractor will provide E-Mail, telephone and fax support during its normal business hours Monday through Friday (holidays excepted) and after hours support on an emergency basis. The Contractor's primary vehicle for support will be E-Mail unless unavailable for the Government.
2. UPDATES. The Contractor shall provide the Government notification in writing of revisions, updates, modifications and enhancements ("Updates") to the Software as they become available. These Updates will be distributed by the Contractor via E-Mail unless unavailable for the Government. The contents of all Updates shall be decided upon by the Contractor in its sold discretion and will generally include changes that correct defects as well as enhancements and upgrades to update the Software to the most current release of the Software then being generally marketed by the Contractor, provided, however, the Updates shall not include (i) versions of the Software compatible with new operating systems, or (ii) enhancements, updates or upgrades separately marketed by the Contractor. The Government may obtain Updates through E-Mail delivery of a machine-readable copy pursuant to instructions contained in the Updates notification.
3. ERROR CORRECTIONS. The Contractor shall use its reasonable efforts to correct any reproducible

programming error in Software attributable to the Contractor with a level of effort commensurate with the severity of the error, provided that the Contractor shall have no obligation to correct all errors in the Software. Upon identification of any programming error, the Government shall notify the Contractor of such error and shall provide the Contractor with enough information to reproduce the error. The Contractor shall not be responsible for correcting any errors not attributable to the Contractor. Errors attributable to the Contractor shall be those that are reproducible by the Contractor on unmodified Software.

The Government shall have the option to receive maintenance in accordance with the Contractor's then current maintenance policy upon registration of the Contractor Software with the Contractor.

Government responsibilities shall include the following:

1. GOVERNMENT ASSISTANCE. The Government agrees to provide the Contractor reasonable access to all necessary personnel to answer questions about any problems reported by the Government regarding the Software. The Government agrees to promptly implement all Updates and error corrections provided by the Contractor. The Government also agrees to use E-Mail as its primary support communications connection with the Contractor, if possible and practical for the Government.
2. GOVERNMENT CONTACT PEOPLE. The Government shall appoint two (2) individuals with the Government's organization to serve as primary contacts between the Government and the Contractor and to receive support through the Contractor's E-Mail support center. All of the Government's support inquiries shall be initiated through these contacts.
3. ADDITIONAL EXPENSES. The Contractor's reasonable expenses, including, but not limited to E-Mail charges, modem dial up charges, travel and living expenses, which are incurred during the course of custom service modification work or on site maintenance services required because the Government does not provide remote access to the computers running the EA Server and EA Client shall be paid by the Government. Upon the Government's request, the Contractor will notify the Government of such estimated charges before they are incurred. All such charges are outside the scope of this contract.
4. PROCUREMENT AND MAINTENANCE OF SYSTEM. Government Licensee is responsible for procuring, installing and maintaining the hardware and software platforms (e.g. database server systems, application server systems, and client systems) that are supported by Contractor with respect to the Software, as expressly set forth in the Documentation ("Supported Platform"), together with the provision of any other necessary hardware or software required for its proper operation (collectively the "System"), and for providing a suitable operating environment in accordance with the guidelines specified by the suppliers or manufacturers of the components of the System. Contractor is not responsible for the installation,

sizing, configuration, performance or other operation of the System, and Government Licensee shall look solely to the suppliers or manufacturers of the components of the System with respect to such matters. Government Licensee acknowledges that Updates to the Software may require upgrades to certain components of the System, as set forth in the Documentation for such Update, in order to ensure optimum performance, and that Government Licensee is solely responsible for obtaining such software and hardware upgrades.

EXCLUSIONS. The Contractor is not required to provide any Maintenance Services directly related to problems arising from: (i) The Government's failure to implement all Updates to the Software which are issued under the contract; (ii) any alterations of or additions to the Software performed by parties other than the Contractor; (iii) interconnection of the Software with other software products not supplied by the Contractor; or (iv) use of the Software on an operations system or CPU other than the operating system or CPU for which such Software was designated for and licensed for use on. The Contractor shall only be obligated to support the then current production version of the Software and the immediate prior release for a period of six (6) months after such release. Support for any earlier versions or for other problems not covered under the contract may be obtained at the Contractor's then current rates for special technical services outside the scope of this contract.

_____X_____ 34)

2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

6. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

7. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtain without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

For NetIQ

- a. LICENSE GRANT. In consideration of Government's payment of the applicable License Fee as set forth in this Agreement and subject to the terms and conditions of this Agreement, NetIQ Corporation grants to Government as an end user licensee ("Licensee") during the Term of this Agreement a worldwide, nonexclusive license, without the right to sublicense and solely for its own internal business operations, (i) to use NetIQ's software in object code format ("Software") subject to all of the terms of this Agreement, the number of licenses purchased for end users, and in accordance with the terms of the NetIQ's standard end user documentation for the Software ("Documentation"); (ii) to use Documentation solely in connection with Licensee's installation and use of the Software; and (iii) to install, integrate, and implement the Software or have authorized third parties do so for Licensee. Third party software ("Additional Software") may be provided for the convenience of Licensee and may be

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foregoing, except as specifically set forth in this Agreement. The Software, Additional Software, and Documentation are protected by the copyright laws of the United States and international copyright treaties. Licensee hereby grants NetIQ a worldwide, non-exclusive, royalty-free, perpetual right and license to use and incorporate into the Software any new features, functionality, corrections, or enhancements shall be the sole and exclusive property of NetIQ and all such suggestions shall be free from any confidentiality restrictions that might otherwise be imposed upon NetIQ.

- e. **CERTIFICATION AND AUDIT RIGHTS.** At NetIQ's written request, but not more frequently than once annually during the Term of this Agreement, Licensee shall certify to NetIQ in a writing signed by Licensee's authorized representative its compliance with the terms of this Agreement, and listing (i) the number of End Users by country, and (ii) the locations and types of the systems on which it operates or has installed the Software. Licensee is responsible for implementing reasonable means to monitor its compliance with the terms of this Agreement. NetIQ reserves the right to audit Licensee's use of the Software no more than once annually at NetIQ's expense. NetIQ shall schedule any audit at least fifteen (15) days in advance. Any such audit shall be conducted during regular business hours at Licensee's facilities and shall not unreasonably interfere with Licensee's business activities. If such audit reveals that Licensee has underpaid fees to NetIQ, Licensee shall promptly pay to NetIQ such fees at the prices previously agreed to for such Software and, if the underpayment is greater than ten percent (10%), Licensee shall reimburse NetIQ for its reasonable costs of audit.

- f. **EVALUATION USE.** In the event that the Software is licensed only for Evaluation Use, the terms of this paragraph shall apply. The license to use the Software commences on installation of the Software and continues for a period of 30 days, or a shorter period for certain software products, or a shorter period for certain software products. (the "Evaluation Period") for the purpose of evaluating the NetIQ Software to determine whether Government wants to purchase a license. Government shall limit disclosure of the Software solely to its employees, as strictly necessary. This Evaluation License shall be used solely by Government Licensee's employees, and no other third party, and shall not exceed the "Number of User Account Licenses" issued by NetIQ. Such use of the NetIQ Software shall take place solely at the Licensee's site, strictly in an evaluation or testing environment. Software licensed for Evaluation Use may automatically disable itself at the end of the Evaluation Period, as it employs a restriction mechanism, which restricts the program to a limited working time. This restriction mechanism and the manner in which it enforces the restriction is maintained in confidence by NetIQ as a trade secret, and the Government may not publish, disclose or reveal it. The Government agrees that it will not do anything to circumvent or defeat the restriction mechanism. In the event any Evaluation Software does not have an automatic disabling mechanism, then Government shall discontinue using and return the Software within ten (10) business days after the end of the Evaluation period.

8. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

**TERMS AND CONDITIONS APPLICABLE TO
TRAINING COURSES
(SPECIAL ITEM 132-50)**

1. SCOPE

a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.

b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support or online support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings, printed and copied two-sided on paper containing 30% postconsumer materials (fiber). Such documentation will become the property of the student upon completion of the training class.
- b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - i) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - ii) The length of the course;
 - iii) Mandatory and desirable prerequisites for student enrollment;
 - iv) The minimum and maximum number of students per class;
 - v) The locations where the course is offered;
 - vi) Class schedules; and
 - vii) Price (per student, per class (if applicable)).

E. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub.L.99-234 and FAR Part 31.205-46, and are reimbursable by the ordering

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activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges

f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

**TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC
COMMERCE AND SUBSCRIPTION SERVICES
(SPECIAL ITEM 132-52)**

9. SCOPE

The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

10. ELECTRONIC COMMERCE CAPACITY AND COVERAGE

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

11. INFORMATION ASSURANCE

- a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)
- b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems") (FIPS 200, "Minimum Security Requirements for Federal Information and Information Systems") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).
- c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

12. DELIVERY SCHEDULE

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers*, paragraph 6. *Delivery Schedule*.

13. INTEROPERABILITY.

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

14. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the

end of the contract period; all electronic services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

15. PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

16. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

17. RIGHTS IN DATA

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

18. ACCEPTANCE TESTING

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

19. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

See Warranty Section

The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

20. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service

21. TRAINING

Promark Technology, Inc.

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

22. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

15. ELECTRONIC COMMERCE SERVICE PLAN

- (a) Describe the electronic service plan and eligibility requirements.: See Pricing
- (b) Describe charges, if any, for additional usage guidelines: See Pricing
- (c) Describe corporate volume discounts and eligibility requirements, if any: See Pricing.

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

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(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

**BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”**

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

AUTHORIZED MANUFACTURERS

AppDynamics
ArcServe
Casio
Cisco
Contex
Dell
Dell Software Group
Dot Hill
Envision
Exagrid
Fujitsu
HP
JABRA
Juniper
Kodak
Lenovo
Lexmark
LG
Microsoft Surface
NCS Tech
NexGen
Nexsan
NetIQ
NexGen
Nimble Storage
Novell
Overland
Panasonic
Promark
Qlogic
Quantum
RES Software
Roland
Scale Computing
Targus
Tegile
Unidesk
Utility
Varonis
Veeam
VMWare

CONTACT PROMARK TECHNOLOGY FOR:

- (1) Authorized Reseller List**
- (2) Additional Terms and Conditions (as applicable)**
- (3) End User License Agreements (as applicable)**
- (4) Other Manufacturer Service Agreements (as applicable)**
- (5) All Products and Pricing are available in GSA Advantage!**